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U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

LUCINDA MANAGEMENT, LLC,  
CENTENNIAL FOOD CORPORATION dba  
IHOP RESTAURANT, NELLIS FOOD  
CORPORATION dba IHOP RESTAURANT,  
VEGAS FOOD CORPORATION dba IHOP  
RESTAURANT, CHEYENNE FOOD  
CORPORATION dba IHOP RESTAURANT,  
CRAIG FOOD CORPORATION dba IHOP  
RESTAURANT, BAYSHORE FOOD  
CORPORATION dba IHOP RESTAURANT,  
DiHOP CORPORATION dba IHOP  
RESTAURANT, COOPER STREET CLAM  
& OYSTER BAR, LLC, and Does 1-5  
Inclusive,

Defendants.

Case No.: 2:17-cv-02458-MMD-EJY

**ORDER GRANTING JOINT  
STIPULATION TO EXTEND THE TERM  
OF THE CONSENT DECREE FROM  
AUGUST 28, 2024 TO AUGUST 28, 2025**

**TO THE HONORABLE MIRANDA M. DU:**

Plaintiff United States Equal Employment Opportunity Commission (“EEOC”) and Lucinda Management, LLC, Centennial Food Corporation dba IHOP Restaurant, Nellis Food Corporation dba IHOP Restaurant, Vegas Food Corporation dba IHOP Restaurant, Cheyenne Food Corporation dba IHOP Restaurant, Craig Food Corporation dba IHOP Restaurant, Bayshore Food Corporation dba IHOP Restaurant, DiHOP Corporation dba IHOP Restaurant, Cooper Street Clam & Oyster Bar, LLC (“Defendants”) (collectively, the “Parties”) hereby jointly stipulate to extend the term of certain provisions of the Consent Decree in the above-captioned case for one year, from August 28, 2024 to August 28, 2025.

Pursuant to Section VI.A of the Consent Decree, signed by this Court on February 19, 2019, the terms of the Consent Decree may be amended or modified by a mutual written and signed agreement and the approval of this Court. Under Section IV.B, this Court retains jurisdiction over this matter for the purposes of entering all orders, judgments and decrees that may be necessary to implement the relief provided for in the Consent Decree.

The Parties have mutually agreed to a partial extension of some provisions of the Consent Decree by one year to ensure that the Decree’s purpose – the protection of Defendants’ employees from discrimination, harassment and retaliation – is achieved. By entering into this partial extension of some provisions of the Consent Decree the Defendants do not admit that they have violated any law or violated of any of the terms of the Consent Decree. The Parties have mutually agreed to continue following provisions of the Consent Decree (ECF No. 61).

1. The Parties have agreed to continue the following Decree provisions without modification:

- a. Introduction, § I;
- b. Purposes and Scope of Consent Decree, § II;
- c. Release of Claims, § III;
- d. Jurisdiction, § IV;
- e. Modification and Severability, § VI; and,
- f. Compliance and Dispute Resolution, § VII.

g. Costs of Administration and Implementation, § XI.

h. Costs and Attorney's Fees, § XII.

i. Miscellaneous Provisions, § XIII.

2. The Parties stipulate to continue the following modified provisions of the Decree as described herein:

a. Effective Date (Decree § V).

i. The provisions and agreements contained herein are effective immediately upon the date which this Order is entered by the Court (the "Effective Date").

ii. The entire Decree as modified herein shall expire on August 28, 2025. Absent extension, at the conclusion of the partial extension, the Consent Decree will expire on its own terms.

b. Equal Employment Opportunity Monitor (Decree § X(A)). Within ten (10) days after the Effective Date, Defendants shall retain an Equal Employment Opportunity Monitor ("Monitor") with demonstrated experience in the area of discrimination, sexual harassment, and retaliation, to monitor Defendants' compliance with Title VII and the provisions of this Stipulation. The Monitor shall be subject to the Commission's approval, which shall not be unreasonably withheld. If the Monitor initially appointed by Defendants thereafter declines or is unable to serve or to carry out their assigned duties under the Decree, Defendants shall have ten (10) business days to notify the EEOC in writing of the need for a replacement Monitor and shall provide the EEOC with the name of the replacement. Any replacement Monitor shall be subject to the Commission's approval, which shall not be unreasonably withheld. Defendants shall bear all costs associated with the selection and retention of the Monitor and the performance of his/her/its duties. The Monitor's responsibilities shall include:

i. Ensuring that all Managerial Employees, Designated Employees, and Human Resources professionals have the skill level to implement the requirements of Title VII and of this Decree;

1                   ii.       Conducting, monitoring, and providing feedback to Defendants  
2                   regarding any investigation of any complaint of discrimination, harassment or  
3                   retaliation to ensure compliance with Title VII and this Decree;

4                   iii.       Ensuring that Defendants properly communicate with  
5                   complainants as required by this Decree.

6                   c.       Record Keeping (Decree § X(L)). Defendants shall work with the Monitor  
7                   to maintain a record-keeping procedure that provides for the centralized tracking of  
8                   discrimination, harassment and retaliation complaints. The records to be maintained shall  
9                   include:

10                  i.       All documents generated in connection with any complaint,  
11                  including documents relating to all investigations, the identities of all witnesses  
12                  and summaries of their statements, findings, and the disciplinary or remedial  
13                  action, if any, resulting from the investigation, and;

14                  ii.       All documents generated in connection with the monitoring,  
15                  counseling and disciplining of employees whom Defendants determined to have  
16                  engaged in behavior that may be discriminatory, harassing and/or retaliatory  
17                  under Title VII.

18                  3.       Reporting (Decree § X(N)). Defendants shall work with the EEO Monitor to  
19                  provide the following reports to the EEOC at three (3) months, six (6) months and ten (10)  
20                  months after the Effective Date of this Order:

21                  a.       A report detailing the action Human Resources took in response to  
22                  complaints received on Defendants toll-free Hotline;

23                  b.       A report from the Monitor regarding the effectiveness of the Human  
24                  Resources Department;

25                  c.       A description of all discrimination, harassment and retaliation complaints  
26                  made, investigated or resolved in the previous reporting period, including:

27                          i.       the names of the complainants;

28                          ii.       the nature of the complaint;

1                   iii.       the names of the alleged perpetrators of discrimination, harassment  
2 or retaliation;

3                   iv.       the dates of the alleged harassment or retaliation;

4                   v.       a brief summary of how each complaint was resolved; and

5                   vi.       the identity of each of Defendants' employee(s) who investigated  
6 or resolved each complaint and the identity and most recent contact information  
7 for each witness identified by the complainant and/or investigation.

8                   d.       An analysis of the action taken when more than one complaint is filed by  
9 or against a particular employee, as well as any investigation or resolution.

10           4.       All other terms of the Consent Decree will be null, void and vacated on the  
11 Effective Date.

12                   **IT IS SO STIPULATED.**

13                                   Respectfully Submitted,

14                                   U.S. EQUAL EMPLOYMENT  
15 OPPORTUNITY COMMISSION

16           Date: August 27, 2024

17                                   /s/ Ella Hushagen

18                                   By:   Ella Hushagen  
19   Attorney for Plaintiff, EEOC

20                                   FISHER PHILLIPS LLP

21           Date: August 27, 2024

22                                   /s/ Mark J. Ricciardi

23                                   By:   Mark J. Ricciardi, Esq.  
24   Attorney for Defendants

25                                   **IT IS SO ORDERED.**

26                                   \_\_\_\_\_  
27                                   **THE HONORABLE MIRANDA M. DU**  
28                                   **UNITED STATES DISTRICT JUDGE**

**DATED:** August 28, 2024